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Frank L. A

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Frank L. Pellegrini Atty  
Suite 1025 -Title Guaranty Bldg.  
706 Chestnut  
STLMO. 63101

LEASE AGREEMENT

US EPA RECORDS CENTER REGION 5



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AGREEMENT ENTERED into this 31<sup>st</sup> day of July,  
1979 by and between RIVERPORT TERMINAL AND FLEETING COMPANY,  
112 North Fourth Street, Suite 1745, St. Louis, Missouri 63102, hereinafter  
referred to as "Riverport" and THE PILLSBURY COMPANY, 608 Second Avenue South,  
Minneapolis, Minnesota 55402, hereinafter referred to as "Pillsbury".

WHEREAS, Riverport is the owner of two (2) adjacent parcels of  
property located on the Mississippi River in Sauget, Illinois, commonly  
known as Parcel A and Parcel B, and

WHEREAS, Riverport desires to lease one of the parcels to Pillsbury  
(Parcel A) and Pillsbury desires to lease the same from Riverport on the terms  
and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto for themselves, their heirs,  
distributees, legal representatives, successors and assigns hereby agree as  
follows:

1. LEASE. Riverport hereby leases to Pillsbury the property described  
more particularly on EXHIBIT A attached hereto and incorporated by reference  
herein along with all improvements located thereon, the work barge,  
marine cells, crane, conveyors, stacking conveyor, trailer office, endloaders,  
and all other associated equipment currently used by Riverport, but excluding  
the "anchor fleet", which shall be operated by Riverport during the lease term  
without interfering with Pillsbury's use of the leased property.

2. TERM. Term of this lease shall be for a period of five (5) years,  
commencing on the 1<sup>st</sup> day of September, 1979 and ending on  
the 31<sup>st</sup> day of August, 1984. Pillsbury shall have the  
option to renew this lease for one (1) additional term of five (5) years  
beginning on the 1<sup>st</sup> day of September, 1984. Such  
option must be exercised by Pillsbury by giving Riverport written notice of  
Pillsbury's election to exercise the option no less than sixty (60) days prior  
to the normal termination of the initial term.

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3. RENTAL. During the term of this lease Pillsbury shall pay to Riverport as rental hereunder the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) per year for each of the first five (5) years. If said option to renew said lease is exercised in a timely manner by Pillsbury, then Pillsbury agrees to pay the sum of Two Hundred Seventy Five Thousand Dollars (\$275,000.00) per year for years six (6) and seven (7) of the renewal term and Three Hundred Thousand Dollars (\$300,000.00) per year for years eight (8), nine (9) and ten (10) of the renewal term. The rental payment for year one (1) of this lease shall be paid in advance. Rental payments for each year subsequent to the first year shall be made in equal quarterly installments in advance.

4. TERMINATION. Pillsbury shall have the option to terminate this lease at any time during the initial term or the renewal term upon sixty (60) days notification by paying Riverport accrued rent to date plus Two Hundred Thousand Dollars (\$200,000.00) as liquidated damages. The balance of any pre-paid rent not accrued shall be refunded to Pillsbury at any time of termination by Pillsbury.

In the event that Pillsbury shall default in the payment of rent or fail in the performance of its obligations under this lease, Riverport may in addition to other remedies provided by law, terminate this lease and re-enter the premises. Upon re-entry Riverport may relet the premises for Pillsbury's account, Pillsbury remaining liable for the unpaid balance of the rent to the extent of any deficiency from the reletting as well as all reasonable costs incurred as a result of the reletting. Pillsbury shall have thirty (30) days from the date of written notice of any monetary default to cure such default and shall have a reasonable period of time from the date of written notice of any nonmonetary default to cure same.

Any termination of this lease, either by Riverport or Pillsbury also terminates absolutely any right of first refusal which Pillsbury may have pursuant to this Agreement on Parcel B and also the option to purchase Parcel A.

5. RIGHT OF FIRST REFUSAL ON ADJACENT PARCEL. In the event that Riverport elects to sell or lease the adjacent parcel of land which is adjacent to Parcel A and is described on EXHIBIT B (hereinafter referred to as Parcel B), Riverport agrees it shall give Pillsbury the option to lease or purchase Parcel B for the price and in accordance with the terms contained in any offer from a third party to lease or purchase the property received by Riverport during the initial term or during the renewal term. Pillsbury shall have sixty (60) days in which to consider all such offers and if at the end of the sixty (60) day period Pillsbury has not notified Riverport of its election to lease or purchase, whichever the case may be, Riverport may consummate the transaction with a third party on the terms and conditions set forth in the offer presented to Pillsbury. Any acceptance by Pillsbury under this Paragraph 5 of any offer received by Riverport from a third party shall be based on substantially the same terms offered to Riverport by said third party. In the event that Riverport sells or leases Parcel B to one of its affiliated companies and Pillsbury has not exercised this right of first refusal, it shall be a condition of such lease or sale to that affiliated company that they shall give Pillsbury the same right of first refusal as that contained herein. Nothing contained herein shall be construed as altering Pillsbury's rights pursuant to 6B below and Pillsbury may exercise its option under 6B at anytime prior to a sale to any third party by giving notice of its election prior to the expiration of the sixty (60) day period provided herein.

6A. OPTION TO PURCHASE PARCEL A. Riverport does hereby grant to Pillsbury the exclusive option to purchase Parcel A at any time during the term of this lease. The purchase price during the years one (1) through three (3) of the initial lease term shall be Two Million One Hundred Thousand Dollars (\$2,100,000.00). The purchase price for the fourth (4) year of the initial lease term shall be Two Million Two Hundred Thousand Dollars (\$2,200,000.00), and Two Million Three Hundred Thousand Dollars (\$2,300,000.00) for the fifth (5) year of said initial term. Should Pillsbury elect to

exercise the option at any time during the renewal term, the purchase price shall be Two Million Five Hundred Thousand Dollars (\$2,500,000.00).

(a) NOTICE. This option may be exercised by Pillsbury by delivering to Riverport by mailing certified mail, return receipt requested, written notice addressed to Riverport at the address indicated above. In case such notice is given by mailing, the deposit of same in the United States Mail in the method described above shall constitute notice at the time of such deposit in the U. S. Mail. For purposes of determining the sale price, the sale shall be deemed to have been consummated on the date that the notice is given.

(b) CONVEYANCE. Upon the giving of such notice of the election to purchase, Riverport shall reasonably and promptly execute, acknowledge and deliver to Pillsbury a good and sufficient warranty deed conveying a fee simple title to the land free and clear of all liens, encumbrances and other defects in title subject only to current taxes due but not yet delinquent which taxes shall be prorated as of the date of conveyance but subject to all easements, restrictions, and reservations of record.

(c) TITLE INSURANCE. At the time of the conveyance, Riverport shall furnish Pillsbury, at Riverport's expense, a standard form owner's title insurance policy in the amount of the purchase price, in a title insurance company acceptable to Pillsbury, showing title in Riverport free and clear of all liens, encumbrances and other defects in title, subject only to easements, restrictions and reservations of record, and current taxes due but not yet delinquent.

(d) EASEMENT. Upon conveyance of the warranty deed to Pillsbury, Riverport shall also grant an exclusive easement in the location designated by Pillsbury on EXHIBIT C.

(e) ANCHOR FLEET AND MOORING. The property conveyed pursuant to this option shall include the geographical area encompassing the present anchor fleet and mooring rights described above. However, should Pillsbury exercise the option to purchase, Pillsbury agrees to execute a lease with Riverport so that Riverport may lease the anchor fleet and mooring rights on terms and conditions substantially the same as those set out on EXHIBIT D.

6B. OPTION TO PURCHASE PARCEL B. Riverport does hereby grant to Pillsbury the exclusive option to purchase Parcel B at any time during the initial term of this lease. The purchase price shall be Two Million Dollars (\$2,000,000.00) during the first year; Two Million Two Hundred Thousand Dollars (\$2,200,000.00) the second year; Two Million Four Hundred Twenty Thousand Dollars (\$2,420,000.00) the third year; Two Million Six Hundred Sixty Two Thousand Dollars (\$2,662,000.00) the fourth year; and Two Million Nine Hundred Twenty Eight Thousand Two Hundred Dollars (\$2,928,200.00) the fifth year.

(a) NOTICE. This option may be exercised by Pillsbury by delivering to Riverport by mailing certified mail, return receipt requested, written notice addressed to Riverport at the address indicated above. In case such notice is given by mailing, the deposit of same in the United States Mail in the method described above shall constitute notice at the time of such deposit in the U. S. Mail.

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(b) CONVEYANCE. Upon the giving of such notice of the election to purchase, Riverport shall reasonably and promptly execute, acknowledge and deliver to Pillsbury a good and sufficient warranty deed conveying a fee simple title to the land free and clear of all liens, encumbrances and other defects in title subject only to current taxes due but not yet delinquent which taxes shall be prorated as of the date of conveyance but subject to all easements, restrictions, and reservations of record.

(c) TITLE INSURANCE. At the time of the conveyance, Riverport shall furnish Pillsbury, at Riverport's expense, a standard form owner's title insurance policy in the amount of the purchase price, in a title insurance company acceptable to Pillsbury, showing title in Riverport free and clear of all liens, encumbrances and other defects in title, subject only to easements, restrictions and reservations of record, and current taxes due but not yet delinquent.

7. RAILROAD SIDINGS, ETC. Riverport hereby agrees to Pillsbury's use of all of Riverport's rights and interest in railroad sidings, roads, or utility easements appurtenant to Parcel A, except as provided herein.

8. OPERATING EXPENSES. Pillsbury shall pay all expenses of operation resulting from its use of Parcel A, including but not limited to supervision, labor, payroll, taxes, utilities and licenses, permits and all expenses related to complying with any local, state or federal law.

9. EASEMENT. During the term of this lease agreement Riverport shall and does hereby grant to Pillsbury an exclusive easement across Parcel B in the location designated by Pillsbury on Exhibit C for the purpose of railroad access to Parcel A and placing trackage thereon and Riverport does

hereby grant Pillsbury its employees and agents reasonable ingress and egress to Parcel B for the purpose of laying such trackage. Riverport further agrees that it shall execute further documentation as Pillsbury may reasonably request to record such easement. Riverport further agrees that if the railroad easement described above needs some relocation or adjustment because of site conditions, track conditions, or other technical conditions which require its relocation, that Riverport will grant to Pillsbury an alternate easement for the purpose set out above so long as said easement does not interfere with Riverport's use and development of Parcel B and Riverport further agrees that permission to relocate said easement will not unreasonably be withheld.

During the term of this lease agreement and/or after execution of the purchase option, Pillsbury will provide Riverport an easement in a location reasonably requested by Riverport across Parcel A for ingress and egress to and from Parcel B for reasonable truck and automobile traffic.

10. REPAIR AND MAINTENANCE. Pillsbury shall provide such repairs or maintenance as are necessary to keep Parcel A in as good a state of repair as when turned over to Pillsbury, normal wear and tear excepted. Pillsbury and Riverport agree that upon the normal expiration of said lease that a survey as to the condition of the equipment will be conducted.

11. IMPROVEMENTS. Pillsbury shall own any and all improvements of any nature installed by it in and about Parcel A and (i) may remove the same at any time subject to the condition that any damage to Parcel A caused by such removal shall be repaired within sixty (60) days following the date of such removal at Pillsbury's expense, or (ii) may abandon any and all such improvements.

12. TAXES. Pillsbury shall pay Riverport one-half (1/2) of all real estate taxes on Parcel A and B upon presentation by Riverport to Pillsbury of proof of payment of taxes during the term of this lease agreement. Should either party make improvements on either Parcel A or B which alters the real estate taxes, the party so making the improvements shall pay all the

taxes applicable to such improvement in addition to the other tax required by this Paragraph.

13. Riverport represents and warrants (i) that the leased premises are zoned for industrial use and that all licenses and permits pertaining to said premises are valid and current for the purpose for which Riverport is presently using said premises, and (ii) the leased premises are, at the time of the execution of this agreement, in compliance with all local, state and federal laws and regulations.

14. Riverport agrees that Pillsbury may assign or sublet Parcel A upon notice to Riverport, provided however, that Pillsbury shall remain liable for all of its obligations hereunder, notwithstanding the subletting.

15. This Agreement may be amended or modified only in writing by a duly authorized representative of both parties hereto.

16. Pillsbury shall not make alterations to the leased improvements without Riverport's prior approval. Approval shall not unreasonably be withheld.

17. Riverport shall upon giving Pillsbury reasonable notice have free access to the premises during reasonable business hours to reasonably examine or exhibit same.

18. A. Riverport shall not be liable to Pillsbury for injury or damage to any property or person on the leased premises arising from Pillsbury's use of the leased premises and Pillsbury agrees to hold Riverport harmless if such liability arises. Pillsbury agrees not to do anything on the premises which may result in a violation of the regulations of any municipal, state or federal agency concerned with the occupancy or use of the leased premises.

B. Pillsbury shall not be liable to Riverport for injury or damage to any property or person on Parcel B arising from Riverport's use of Parcel B and Riverport agrees to hold Pillsbury harmless if such liability arises.

19. INSURANCE. Pillsbury shall maintain fire and extended coverage insurance on all leased property at replacement value, including but not limited to, buildings, machinery, fixtures and equipment, used in the operation and maintenance of Parcel A and leased from Riverport, and shall also carry such insurance coverage or shall have made provision for insurance coverage on all materials stored in or about the leased property.

In case of damage to or destruction of any buildings on the leased property or of the machinery, fixtures and equipment, used in the operation and maintenance thereof belonging to Riverport, by fire or otherwise, Pillsbury will, at such time, upon the conditions hereinafter set forth, restore, repair, replace, rebuild or alter the same as nearly as possible, to the conditions such property was in immediately prior to such damage and destruction. Such restoration, repair, replacement, rebuilding or alteration shall be commenced as soon as practicable after the receipt by Pillsbury of the insurance money to be paid on account of such damage or destruction, and after such work has been commenced, it shall be prosecuted with reasonable diligence.

After prosecution of any restoration work because of any rebuilding or restoration of damaged property, Pillsbury shall by affidavit submit to Riverport a list of all materials and labor on all property constituting the work described in such restoration, repair, replacement, rebuilding or alteration, free and clear of all security interests, liens, charges or encumbrances.

No destruction or damage to any building or improvement on the leased premises or any destruction or damage to any machinery, fixtures, equipment leased from Riverport by fire, windstorm or any other casualty shall entitle Pillsbury to surrender possession of the leased property, to terminate this lease, to violate any of its provisions, or to cause any rebate or abatement in rent then due or thereafter becoming due under the terms hereof.

Pillsbury agrees that it shall look solely to the proceeds of such insurance for the indemnity with respect to any loss incurred thereby and agrees that its fire and extended coverage insurer shall have no right against Riverport by virtue of assignment, subrogation or otherwise.

Riverport agrees that it shall maintain during the term of this lease fire and extended coverage with respect to all property on Parcel B including but not limited to, buildings, machinery, fixtures, equipment and materials stored thereon and agrees that it shall look solely to the proceeds of its own insurance for indemnity with respect to any loss insured thereby and agrees that its fire and extended coverage insurer, with respect thereto, shall have no right against Pillsbury by virtue of assignment, subrogation or otherwise. Each party agrees that it shall carry its own general comprehensive liability insurance against bodily injury, including death and property damage and each party agrees to pay its own premiums with respect to same.

Upon the execution of the lease, Pillsbury shall present to Riverport certificates of insurance in sufficient amounts as required by this Agreement on equipment, fixtures, buildings and all other property which are the subject matter of this Agreement. Pillsbury further agrees to pay all premiums for said insurance when due, and to keep said insurance current during each year of this lease and any renewal thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the date and year set forth above.

ATTEST:

BY:

(Corporate Seal)

THE PILLSBURY COMPANY

ATTEST:

BY:

(Corporate Seal)

RIVERPORT TERMINAL AND FLEETING  
COMPANY

*President*



EXHIBIT "A"  
PARCEL "A"

PART OF LOT 304 OF THE  
SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON  
ST. CLAIR COUNTY, ILLINOIS T.18 N. R.10 W.

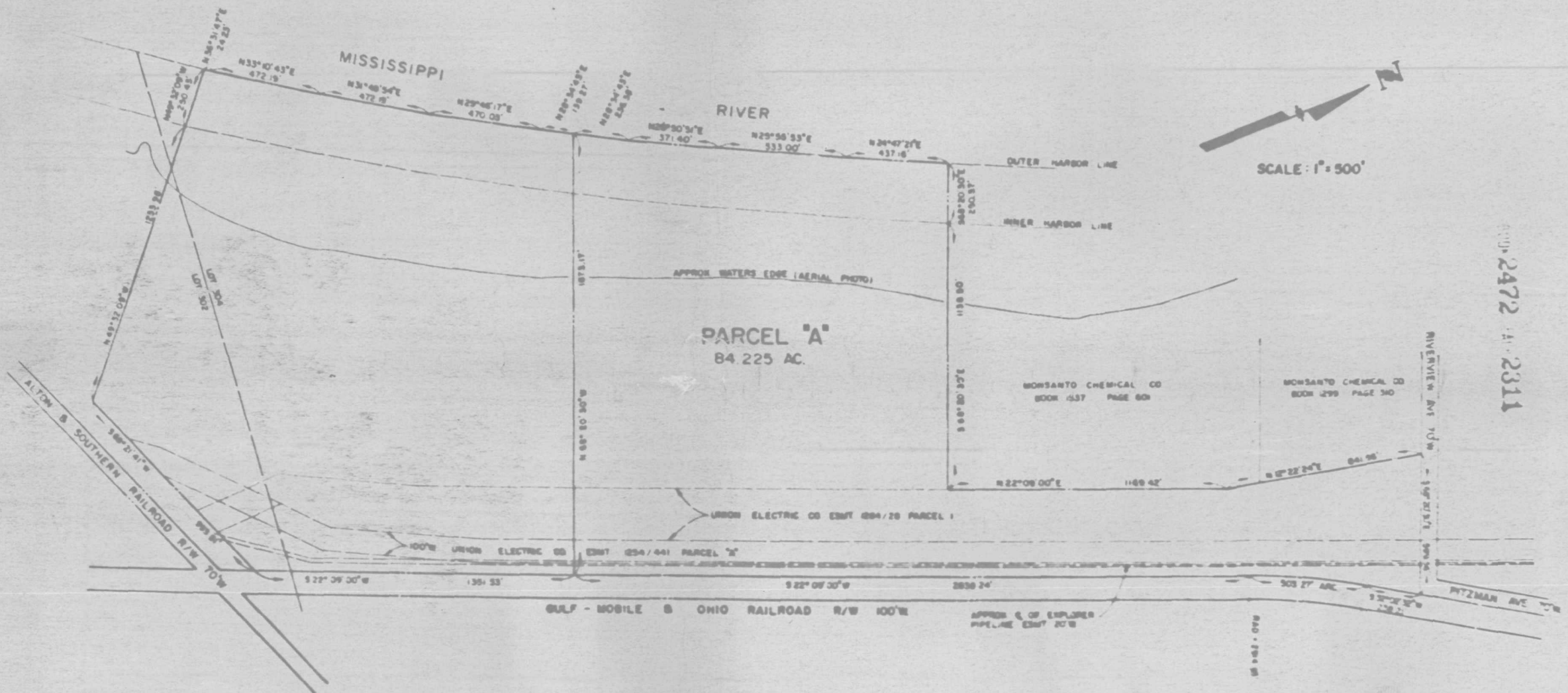
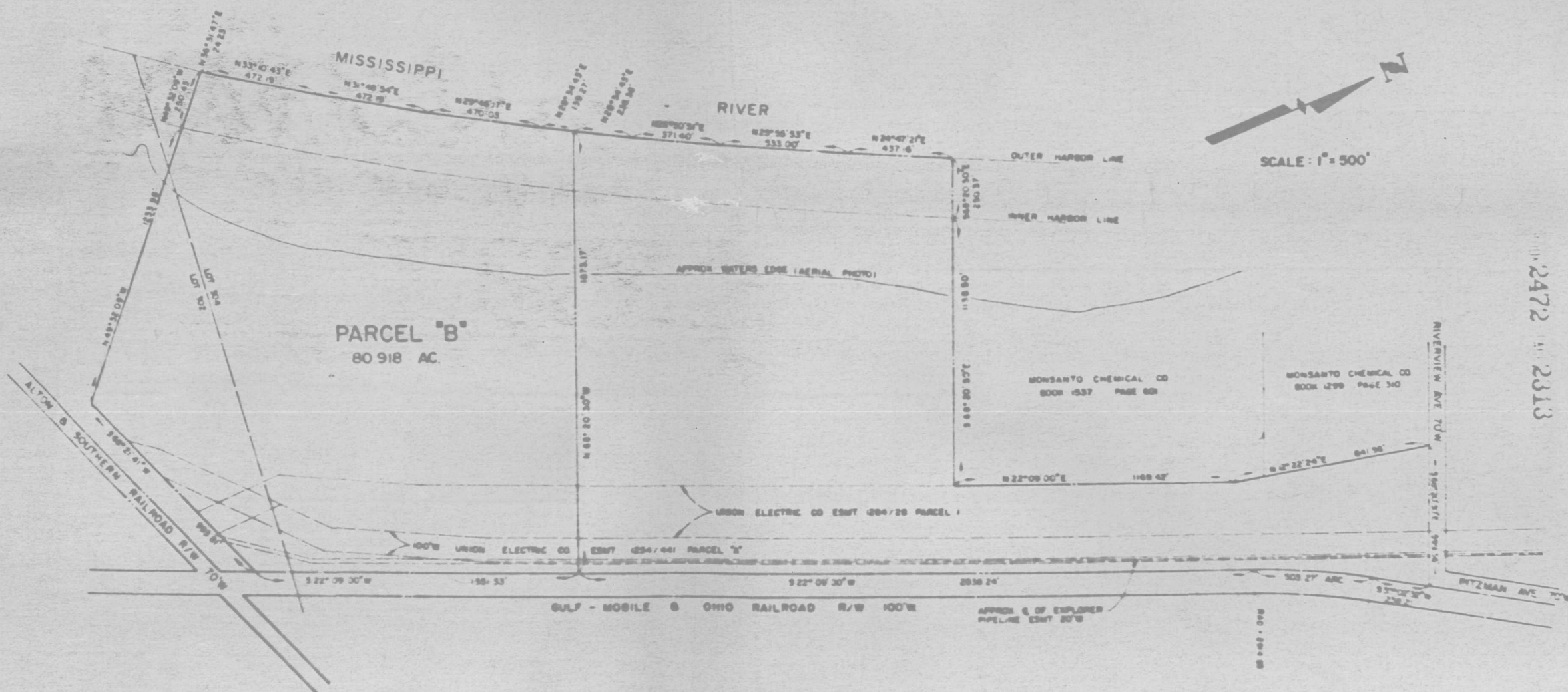


EXHIBIT "A"  
PARCEL "A"

Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the south line of Riverview Avenue, 70 feet wide, said point being the northeast corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records; thence along the south line of Riverview Avenue, south 68 degrees 20 minutes 30 seconds east 599.36 feet to a point on the west right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide; thence along the west right-of-way line of said railroad, south 32 degrees 02 minutes 32 seconds west 238.21 feet to a point of curve; thence continuing along the west right-of-way line of said railroad along a curve to the left having a radius of 2914.93 feet an arc distance of 503.27 feet to the point of tangent; thence still continuing along the west right-of-way line of said railroad, south 22 degrees 09 minutes 00 seconds west 2838.24 feet to a point; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad north 68 degrees 20 minutes 30 seconds west 1873.17 feet to a point in the Eastern Outer Harbor Line of the Mississippi River; thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: North 28 degrees 34 minutes 43 seconds east 236.36 feet, north 26 degrees 50 minutes 51 seconds east 371.40 feet, north 25 degrees 55 minutes 53 seconds east 533.00 feet, north 24 degrees 47 minutes 21 seconds east 437.16 feet to a point, said point being the southwest corner of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1537 on Page 601 of the St. Clair County Records; thence leaving the Eastern Outer Harbor Line of the Mississippi River and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 250.37 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence leaving the Eastern Inner Harbor Line of the Mississippi River; and along the south line of said Monsanto Chemical Company tract, south 68 degrees 20 minutes 30 seconds east 1138.50 feet to the southeast corner of said Monsanto Chemical Company tract; thence along the east line of said Monsanto Chemical Company tract, north 22 degrees 09 minutes 00 seconds east 1169.42 feet to a point; thence continuing along said east line and also the east line of a tract of land conveyed to Monsanto Chemical Company by deed recorded in Book 1299, Page 310 of the St. Clair County Records north 12 degrees 22 minutes 24 seconds east 841.96 feet to the point of beginning, containing 84.225 acres.

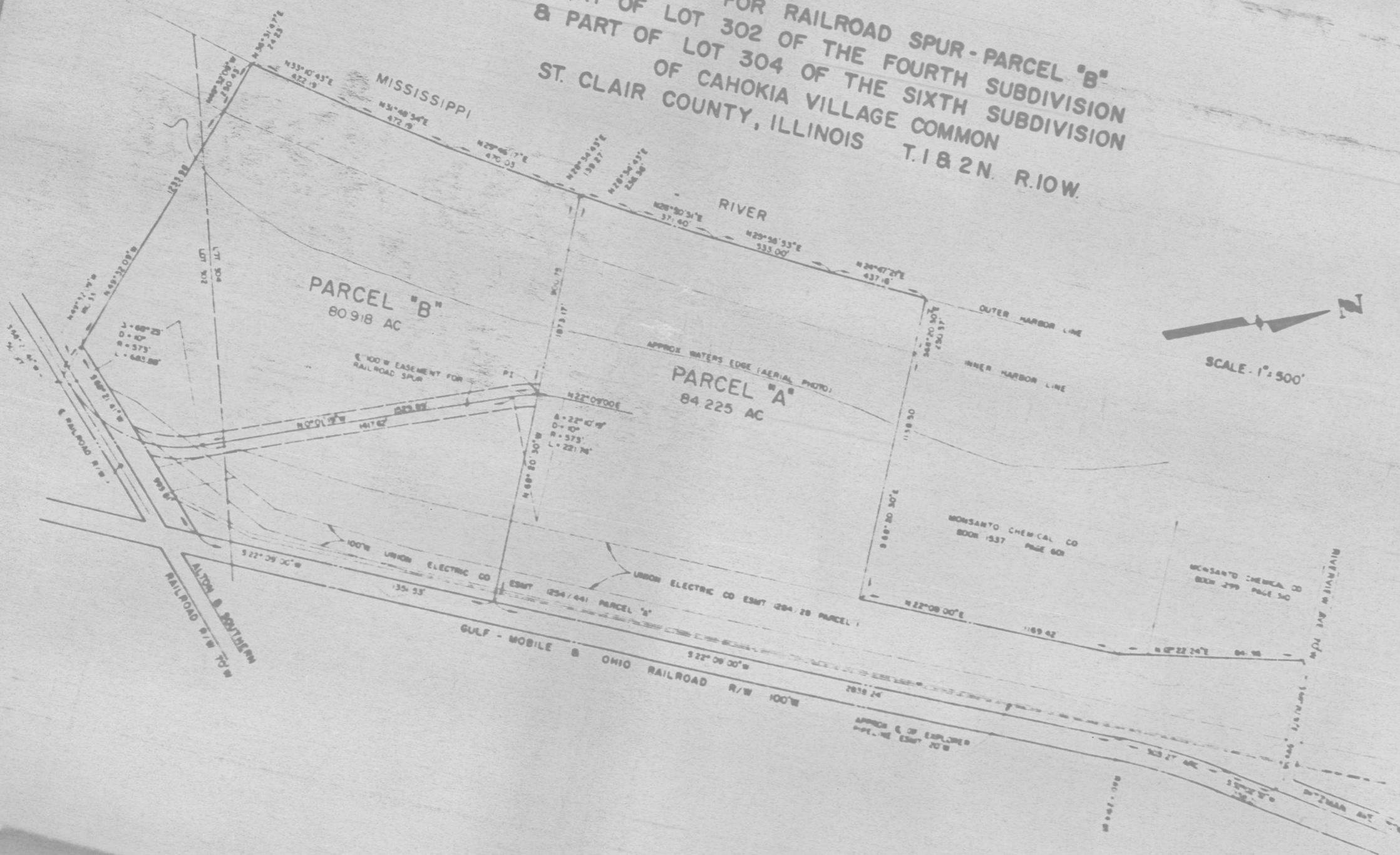
EXHIBIT "B"  
 PARCEL "B"  
 PART OF LOT 304 OF THE  
 SIXTH SUBDIVISION OF CAHOKIA VILLAGE COMMON  
 ST. CLAIR COUNTY, ILLINOIS T.18 2 N. R.10 W.



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EXHIBIT "C"

EASEMENT FOR RAILROAD SPUR - PARCEL "B"  
PART OF LOT 302 OF THE FOURTH SUBDIVISION  
& PART OF LOT 304 OF THE SIXTH SUBDIVISION  
OF CAHOKIA VILLAGE COMMON  
ST. CLAIR COUNTY, ILLINOIS T.18 2N. R.10W.



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PARCEL "B"

Part of Lot No. 302 of the "FOURTH SUBDIVISION" and Part of Lot No. 304 of the "SIXTH SUBDIVISION CAHOKIA VILLAGE COMMON"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats B on page 25, described as follows:

Beginning at a point in the west right-of-way line of the Gulf-Mobile and Ohio Railroad, 100 feet wide, said point also being on the north line of a 56.7 foot wide strip of land conveyed to Monsanto Chemical Company by deed recorded in Book 995, Page 32 of the St. Clair County Records; thence leaving the west right-of-way line of said Gulf-Mobile and Ohio Railroad and along the north line of said Monsanto Chemical Company tract south 68 degrees 21 minutes 41 seconds west 993.81 feet to a point on the north line of a tract of land established in survey by Robert P. Weinert during April, 1968; thence in a northwesterly direction along the last mentioned line north 49 degrees 32 minutes 09 seconds west 1233.98 feet to a point on the Eastern Inner Harbor Line of the Mississippi River; thence northwesterly north 49 degrees 32 minutes 09 seconds west 250.43 feet to a point in the Eastern Outer Harbor Line of the Mississippi River, thence along the Eastern Outer Harbor Line of the Mississippi River the following courses and distances: north 36 degrees 31 minutes 47 seconds east 24.23 feet, north 33 degrees 10 minutes 43 seconds east 472.19 feet, north 31 degrees 48 minutes 54 seconds east 472.19 feet, north 29 degrees 46 minutes 17 seconds east 470.03 feet, north 28 degrees 34 minutes 43 seconds east 139.27 feet; thence leaving the Eastern Outer Harbor Line of the Mississippi River south 68 degrees 20 minutes 30 seconds east 1873.17 feet to a point in the west right-of-way line of the Gulf Mobile and Ohio Railroad, 100 feet wide; thence along the west right-of-way line of said Gulf Mobile and Ohio Railroad south 22 degrees 09 minutes 00 seconds west 1351.53 ft. to the point of beginning, containing 80.918 acres.